

W. RANDOLPH PATTON, ESQ.
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PATTON & KIRALY, P.C.
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Attorney for Defendants
CALIFORNIA CASUALTY INDEMNITY EXCHANGE

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JEANNE ALEXANDER,

Plaintiff,

vs.

CALIFORNIA CASUALTY INDEMNITY
EXCHANGE; DOES I through XV; ROE
CORPORATIONS I through X, inclusive,

Defendants.

CASE NO.: 2:12-cv-01836

PETITION FOR REMOVAL

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA:

The Petitioner, CALIFORNIA CASUALTY INDEMNITY EXCHANGE, by and
through its undersigned counsel respectfully Petitions the Court for an Order removing
the above-entitled action to the United States District Court and alleges as follows:

1. Petitioner, CALIFORNIA CASUALTY INDEMNITY EXCHANGE, is the
Defendant in the above entitled action.
2. Defendant/Petitioner CALIFORNIA CASUALTY INDEMNITY EXCHANGE is

1 a California company with its principal place of business in San Mateo, California. The
2 Plaintiff is a citizen of Nevada. There are no other named defendants to this suit.

3 3. The above-entitled action was commenced against the Petitioner on
4 September 9, 2012, in the District Court, Clark County, Nevada, and is now pending in
5 such Court as Case No. A-12-668182-C.
6

7 4. The Petitioner was served by mail with the Summons and Complaint in Case
8 No. A-12-668182-C by the Department of Commerce, Insurance Division of the State of
9 Nevada on September 27, 2012. The Summons and Complaint were received by
10 Petitioner on October 3, 2012, the date Defendant first received a copy of the
11 Summons and Complaint.
12

13 5. The above action is an action for damages wherein the amount in controversy
14 exceeds the sum of \$75,000.00. In support of this allegation, Petitioner further states
15 as follows:

16 This case arises out of a motor vehicle accident that occurred on May 14, 2011.
17 At that time, the plaintiff was an occupants in a vehicle insured with a policy including
18 underinsured motorist coverage (UIM) benefits. The UIM limits of the policy on its face
19 are \$100,000.00 per person and \$300,000.00 per occurrence.
20

21 In her Complaint, Plaintiff Jeanne Alexander alleges two claims for relief: Breach
22 of Contract; and Breach of the Covenant of Good Faith and Fair Dealing. The first
23 Claim for Relief alleges medical special damages in excess of \$52,000, with future
24 additional medical expenses. See Par, 9 of Complaint. That same claim also alleges
25 "in excess of \$52,000" of general damages. *Id.* at par. 13. The second claim for relief
26 also alleges general damages in excess of \$52,000. *Id.* at par. 23. The sum of such
27 claimed damages is \$156,000.00.
28

By: 
W. RANDOLPH PATTON, ESQ.
Nevada Bar No. 000365
3016 W. Charleston Blvd., Suite 195
Las Vegas, NV 89102
Attorneys for CALIFORNIA CASUALTY
INDEMNITY EXCHANGE

CERTIFICATE OF MAILING

Pursuant to N.R.C.P. (5)(b), I hereby certify that service of the foregoing
PETITION FOR REMOVAL was made on the 23rd day of October, 2012, by depositing
a true copy of the same for mailing with the USPS at Las Vegas, Nevada, addressed to:

Gregory V. Cortese, Esq.
Patti, Sgro & Lewis
720 S. 7th St., 3rd Floor
Las Vegas, NV 89101
F: 702-386-2737
gcortese@pattisgrolewis.com
Attorneys for Plaintiff
JEANNE ALEXANDER


An Employee of PATTON & KIRALY, P.C.

BRIAN SANDOVAL
Governor

STATE OF NEVADA

TERRY JOHNSON
Director



OCT 03 2012

SCOTT J. KIPPER
Commissioner

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103
Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.state.nv.us

October 2, 2012

California Casualty Indemnity Exchange
Attn: James M. Sevey
1900 Alameda De Las Pulgas
San Mateo, CA 94403

RE: Jeanne Alexander vs. California Casualty Indemnity Exchange, et al.
District Court, Clark County, Nevada
Case No. A-12-668182-C

Dear Mr. Sevey:

Enclosed please find the following documents: Summons and Complaint. These documents have been served upon the Commissioner of Insurance as your attorney for service of process on September 27, 2012 in our Las Vegas office.

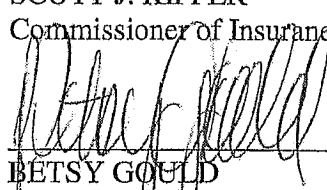
The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

If you have any questions regarding this service, please advise.

Sincerely,

SCOTT J. KIPPER
Commissioner of Insurance

By:


BETSY GOULD
Service of Process Clerk

Enclosures

c: Stephen K. Lewis, Esq.

BRIAN SANDOVAL
Governor

STATE OF NEVADA

TERRY JOHNSON
Director

SCOTT J. KIPPER
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE
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Website: doi.nv.gov
E-mail: insinfo@doi.state.nv.us

October 2, 2012

Stephen K. Lewis, Esq.
Patti, Sgro & Lewis
720 South Seventh Street, Third Floor
Las Vegas, NV 89101

RE: Jeanne Alexander vs. California Casualty Indemnity Exchange, et al.
District Court, Clark County, Nevada
Case No. A-12-668182-C

Dear Mr. Lewis:

The service of process documents were served upon the Commissioner of Insurance on September 27, 2012 in our Las Vegas office. Service has been completed on defendant, California Casualty Indemnity Exchange, this date and enclosed are the following:

1. A copy of our letter to California Casualty Indemnity Exchange dated October 2, 2012.
2. Copy of the Proof of Service dated October 2, 2012.
3. Your receipt in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

If you have any questions regarding this service, please so advise.

Sincerely,

SCOTT J. KIPPER
Commissioner of Insurance

By:


BETSY GOULD
Service of Process Clerk

Enclosures

c: California Casualty Indemnity Exchange

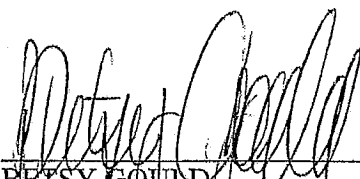
PROOF OF SERVICE

I hereby declare that I have this date served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via FedEx, to the following:

California Casualty Indemnity Exchange
Attn: James M. Sevey
1900 Alameda De Las Pulgas
San Mateo, CA 94403
FEDEX NO: 7991 0344 1810

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 2nd day of October, 2012.

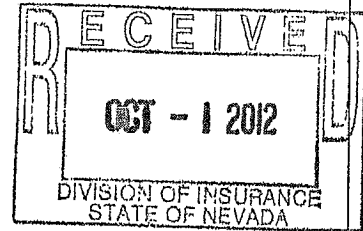
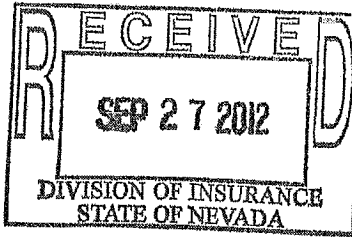

BETSY GOULD
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Jeanne Alexander vs. California Casualty Indemnity Exchange, et al.
District Court, Clark County, Nevada
Case No. A-12-668182-C



State of Nevada, Division of Insurance
The document on which this certificate
is stamped is a full, true and correct
copy of the original

Date: 10/2/12 By: B. Gould



SUMM
STEPHEN K. LEWIS, ESQ
Nevada Bar No.:7064
PATTI, SGRO & LEWIS
720 South Seventh Street, Third Floor
Las Vegas, Nevada 89101
Telephone: (702) 385-9595
Attorneys for Plaintiffs

COPY

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JEANNE ALEXANDER,

Plaintiff,

vs.

CALIFORNIA CASUALTY INDEMNITY
EXCHANGE; DOES I through XV, and ROE
Corporations I through X, inclusive,

Defendants.

CASE NO.: A-12-668182-C
DEPT NO.: XXX

SUMMONS - CIVIL

CALIFORNIA CASUALTY INDEMNITY EXCHANGE
C/O State of Nevada Insurance Commissioner
2501 East Sahara Ave., Suite 302
Las Vegas, NV 89104

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 30 DAYS.
READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for
the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 30 days after this Summons is served
on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal

1 written response to the Complaint in accordance with the rules of the Court,
2 with the appropriate filing fee.

3 (b) Serve a copy of your response upon the attorney whose name and address is
4 shown below.


5 2. Unless you respond, your default will be entered upon application of the
6 Plaintiff(s) and failure to so respond will result in a judgment of default against
7 you for the relief demanded in the Complaint, which could result in the taking of
8 money or property or other relief requested in the Complaint.

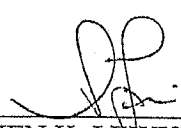
9 3. If you intend to seek the advice of an attorney in this matter, you should do so
10 promptly so that your response may be filed on time.

11 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
12 board members, commission members and legislators each have 45 days after
13 service of this Summons within which to file an Answer or other responsive
14 pleading to the Complaint.

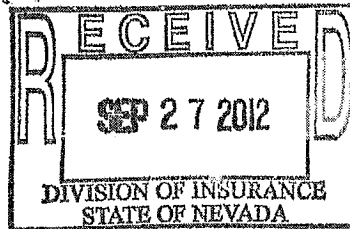
15
16 STEVEN D. GRIERSON
17 CLERK OF COURT

18 Submitted by:

19 By: WALTER ABREGO-BONILLA SEP 20 2012
20 Deputy Clerk Date
21 Regional Justice Center
22 

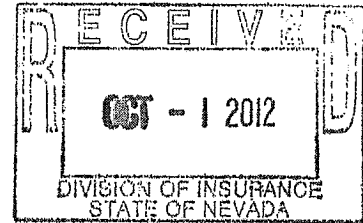
20 
21 STEPHEN K. LEWIS, ESQ
22 Nevada Bar No.: 7064
23 PATTI, SGRO, LEWIS & FERRAN
24 720 South Seventh St., Third Floor
25 Las Vegas, Nevada 89101
26 Telephone No.: (702) 385-9595
27 Facsimile No.: (702) 386-2737
28 *Attorneys for Plaintiff*

26 **NOTE: When service is by publication, add a brief statement of the object of the action.**
27 **See Nevada Rules of Civil Procedure 4(b).**



Electronically Filed
09/11/2012 05:06:12 PM

Anna J. Quinn
CLERK OF THE COURT



COMP
STEPHEN K. LEWIS, ESQ.
Nevada Bar No.: 7064
PATTI, SGRO & LEWIS
720 South Seventh Street, Third Floor
Las Vegas, Nevada 89101
Telephone: (702) 385-9595
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

JEANNE ALEXANDER,

Plaintiff,

vs.

CALIFORNIA CASUALTY INDEMNITY
EXCHANGE; DOES I through XV; ROE
CORPORATIONS I through X, inclusive,

Defendants.

CASE NO.: A-12-668182-C

DEPT NO.: XXX

COMPLAINT

JURY TRIAL DEMANDED

COMES NOW, Plaintiff, JEANNE ALEXANDER, by and through her attorney of record, STEPHEN K. LEWIS, ESQ., of the law firm of PATTI, SGRO & LEWIS, for causes of action against the Defendants, and alleges as follows:

GENERAL ALLEGATIONS

1. That Plaintiff, JEANNE ALEXANDER, is and was at all times relevant hereto a resident of the County of Clark, State of Nevada.

2. That Defendant, CALIFORNIA CASUALTY INDEMNITY EXCHANGE, is and was at all times relevant hereto a business entity domiciled in the State of California and authorized to do business of property, casualty and auto insurance in the State of Nevada, and is currently active and in good standing in the State of Nevada and has been so since August 1, 1960.

///

1 3. That the true names or capacities, whether individual, corporate, association or
2 otherwise, of Defendants DOES I through XV, and ROE CORPORATIONS I through X, are
3 unknown to Plaintiff, who therefore sues said Defendants by such fictitious names: Plaintiff is
4 informed and believes and therefore alleges that each of the Defendants designated herein as a
5 DOE and ROE CORPORATIONS are responsible in some manner for the events and
6 happenings referred to and caused damages proximately to the Plaintiff as herein alleged, and
7 that Plaintiff will ask leave of this Court to amend her Complaint, to insert the true names and
8 capacities of DOES I through XV, and ROE CORPORATIONS I through X, when the same
9 have been ascertained and to join such Defendants in this action. Plaintiff is informed and
10 believes that DOE individuals, VI through X, are agents, employees and/or assigns of
11 Defendants designated as ROE CORPORATIONS I through X. Plaintiff is informed and
12 believes that DOE individuals, XI through XV, are owners, operators, lessors or individuals
13 otherwise within possession and control of the motor vehicles herein alleged, who maintain the
14 motor vehicles herein alleged, and/or are individuals otherwise within the flow of traffic related
15 hereto. Plaintiff is informed and believes that ROE CORPORATIONS I through V are owners,
16 lessors and/or maintainers of the motor vehicles herein alleged, and/or are in some manner
17 responsible for the actions and omissions of their employees, agents, assigns, lessees and/or
18 predecessors or successors in interest related hereto. Plaintiff is informed and believes that ROE
19 CORPORATIONS VI through X are insurers of Plaintiff and/or the motor vehicles and/or parties
20 herein alleged and provided insurance to include, but not limited to, uninsured and underinsured
21 motor coverage, umbrella, disability, death and funeral benefits, medical payments and/or other
22 for Plaintiff and/or any party hereto of DOE or ROE.

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24
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1 FIRST CLAIM FOR RELIEF

2 (Breach of Contract)

3 4. That at all times relevant hereto, Plaintiff, JEANNE ALEXANDER, was the
4 passenger of a certain 2005 Toyota Rav4 (VIN# JTEGD20V950094053) driven by MISTY
5 ATWOOD.
6

7 5. That the vehicle in which Plaintiff was a passenger had in effect on May 14, 2011,
8 a Policy of Uninsured/Underinsured automobile insurance (Policy/Claim # 102
9 1946763/59300031957) with the Defendant; that the Policy provides certain benefits to JEANNE
10 ALEXANDER as specified in the Policy; and the Policy included Uninsured/Underinsured
11 coverage in the amount of \$100,000.00 per person / \$300,000.00 per accident (hereinafter, the
12 "Policy Limits").
13

14 6. That on or about May 14, 2011, an unknown vehicle was traveling southbound on
15 S. Boulder Highway approaching Sturm Street, in Clark County, Nevada. MISTY ATWOOD
16 was driving her light green 2005 Toyota RAV4 directly behind the unknown vehicle, with
17 Plaintiff JEANNE ALEXANDER as her passenger. PATRICK HARRISON was driving a
18 black 1995 Honda Accord directly ATWOOD's vehicle. The unknown vehicle made a hard
19 braking action and an unsafe lane change in an attempt to go westbound on Sturm Street. As a
20 result of the abrupt movements and unsafe lane change made by the unknown vehicle, the 1995
21 Honda Accord and MISTY ATWOOD's vehicle were forced to brake very quickly. The front of
22 PATRICK HARRISON'S Honda Accord made contact with the rear of the vehicle in which
23 Plaintiff was riding.
24
25
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27
28

1 7. That Plaintiff, JEANNE ALEXANDER, requested and made a claim that
2 Defendant, CALIFORNIA CASUALTY INDEMNITY EXCHANGE, provide all applicable
3 automobile insurance policy coverage for her as provided under the terms of the policy.
4

5 8. That the negligent driver PATRICK HARRISON automobile insurance carrier,
6 TITAN INSURANCE COMPANY, tendered its policy limits to the Plaintiff, and that Plaintiff's
7 damages exceed such policy limits.

8 9. That Plaintiff, JEANNE ALEXANDER, suffered serious and permanent injuries
9 and has experienced, and continues to experience, pain and suffering from those injuries, and has
10 been caused to incur medical expenses in excess of \$52,000.00 and will in the future be caused
11 to incur additional medical expenses.
12

13 10. That Plaintiff, JEANNE ALEXANDER, has duly performed all the conditions,
14 provisions and terms of the Policy relating to the losses sustained as a result of the May 14, 2011,
15 automobile accident and has furnished and delivered to Defendants, and each of them, full and
16 complete particulars of said loss and has fully complied with all the provisions of the Policy
17 relating to the giving of notice of said loss, and has given all other notices required to be given to
18 the Defendants under the terms of the Policy.
19

20 11. That Defendants, and each of them, are in breach of contract by their actions,
21 which include, but are not limited to:
22

23 a. Failing to reasonably evaluate Plaintiff's claim; and

24 b. Failing to settle within the Policy Limits when there was a commercially
25 reasonable opportunity to do so.

26 12. As a proximate result of the aforementioned breach of contract, Plaintiff,
27 JEANNE ALEXANDER, has suffered and will continue to suffer losses and damages for future
28 medical expenses which will be incurred as a result of the May 14, 2011, automobile accident.

1 13. As a further proximate result of the aforementioned breach of contract, Plaintiff,
2 JEANNE ALEXANDER, suffered anxiety, worry, mental and emotional distress, and other
3 incidental damages and out-of-pocket expenses, all to her general damages in excess of
4 \$52,000.00.
5

6 14. As a further proximate result of the aforementioned breach of contract, Plaintiff,
7 JEANNE ALEXANDER, was compelled to retain legal counsel to prosecute this claim, and
8 Defendants, and each of them, are liable for her attorney's fees reasonably and necessarily
9 incurred in connection therewith.
10

11 **SECOND CLAIM FOR RELIEF**

12 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

13 15. Plaintiff repeats, realleges and incorporates by this reference each and all of the
14 allegations contained in paragraphs 1 through 14 of this Complaint as though fully set forth
15 herein.
16

17 16. That MISTY LYNN ATWOOD purchased the above-described Policy of
18 Uninsured/Underinsured automobile insurance from the Defendants, and that the Policy provides
19 certain benefits to JEANNE ALEXANDER as specified in the Policy, including
20 Uninsured/Underinsured coverage up to the Policy Limits.
21

22 17. That Plaintiff, JEANNE ALEXANDER, requested and made a claim that
23 Defendant, CALIFORNIA CASUALTY INDEMNITY EXCHANGE, provide all applicable
24 automobile insurance policy coverage for her as provided under the terms of the Policy.
25

26 18. That Plaintiff, JEANNE ALEXANDER, has duly performed all the conditions,
27 provisions and terms of the Policy relating to the losses sustained as a result of the May 14, 2011,
28 automobile accident and has furnished and delivered to Defendants, and each of them, full and

1 complete particulars of said loss and has fully complied with all the provisions of the Policy
2 relating to the giving of notice of said loss, and has given all other notices required to be given to
3 the Defendants under the terms of the Policy.

4
5 19. That a duty of good faith and fair dealing is implied in every contract.

6 20. That Defendants, and each of them, owed Plaintiff, JEANNE ALEXANDER, the
7 duty of good faith and fair dealing regarding her claim made pursuant to the above-described
8 Policy of Uninsured/Underinsured automobile insurance.

9
10 21. That Defendants, and each of them, acted arbitrarily, unreasonably and unfairly
11 by refusing to settle within the Policy Limits when they had a commercially reasonable
12 opportunity to do so; and that Defendants' arbitrary refusal was not in good faith.

13 22. That as a proximate result of the aforementioned breach of the implied covenant
14 of good faith and fair dealing, Plaintiff, JEANNE ALEXANDER, has suffered and will continue
15 to suffer in the future, losses and damages that include future medical expenses that will be
16 incurred as a result of the May 14, 2011, automobile accident.

17
18 23. That as a further proximate result of the aforementioned breach of the implied
19 covenant of good faith and fair dealing, Plaintiff, JEANNE ALEXANDER, has suffered anxiety,
20 worry, mental and emotional distress, and other incidental damages and out of pocket expenses,
21 all to her general damages in excess of \$52,000.00.

22
23 24. That as a further proximate result of the aforementioned breach of the implied
24 covenant of good faith and fair dealing, Plaintiff was compelled to retain legal counsel to
25 prosecute this claim, and Defendants, and each of them, are liable for her attorney's fees
26 reasonably and necessarily incurred in connection therewith.
27
28

- 13
14 DATED this 11th day of September, 2012

STEPHEN K. LEWIS, ESQ.
Nevada State Bar No. 7064
720 S. 7th Street 3rd Floor
Las Vegas, Nevada 89101
(702) 385-9595
Attorneys for Plaintiff